

2012 HEAD COACH AGREEMENT

Effective as of December 13, 2011, and in consideration of the mutual promises of the parties hereto, The Regents of the University of California (hereinafter "University"), on behalf of its campus at Los Angeles (hereinafter "UCLA") and James L. Mora, Jr., (hereinafter, "Coach") agree to the following terms and conditions of employment concerning the appointment of Coach to the position of Head Coach of the UCLA varsity football team (hereinafter "Team"). This Agreement shall hereinafter be referred to as the "2012 HC Agreement."

1. University agrees to and hereby does employ Coach as Head Coach of at the Los Angeles campus of the University of California, under the terms and conditions hereinafter set forth.
2. Coach agrees to and hereby does accept employment in this position and agrees faithfully and diligently to devote substantially his full time to the performance of the duties of this position, including, at the direction of the UCLA Director of Intercollegiate Athletics (hereinafter "Director"), as the Director may request, cooperating with any third parties with whom University has contractual commitments.
3. Coach will be asked to provide professional services in connection with various appearances and speaking engagements on television and radio broadcasts of UCLA football games and sports shows dedicated to UCLA sports, or for promotional or fund raising activities (hereinafter "appearances"), as part of his duties under this contract. In the performance of these services, Coach shall be directly responsible to the Director and others as designated by the Director. The dates, times and locations of said appearances shall be determined by UCLA. It is acknowledged that such appearances shall include, at a minimum, pre-game and post-game shows connected with football game broadcasts. University acknowledges, understands, and agrees that the Coach's obligations to the performance of the team – those obligations to include, but not be limited to, practicing, playing, recruiting, and the administration of those other duties normally associated with a Head Coach and his role in a team's performance – shall take precedence over the Coach's obligations with regard to the various appearances, speaking engagements, and promotional or fund raising activities contemplated herein.
4. Coach hereby assigns to University all rights of any kind he may have during the Term, as defined below, to enter into promotional, endorsement, or consultation contracts with athletic shoe, athletic apparel, athletic equipment, and other sports manufacturers in his capacity as Head Football Coach for the use of athletic or sports products or services during practice or competitions, and agrees that during the Term, he shall not enter into any such contracts. Coach may, however, enter into personal endorsement agreements not in exchange for use of the specified products or services during practice or competition, subject to the following:
 - a. No such agreement shall be for athletic shoes, apparel, or other specific items described in University's "Athletic Shoe and Apparel Agreement" with adidas America, Inc., dated May

13, 2011, and as that agreement may be amended or extended by UCLA (hereinafter "adidas Agreement");

- b. No such agreement shall be for any product or service category described in any agreement between University and any third party as of the effective date of this 2012 HC Agreement;
 - c. Any such agreement shall contain appropriate provisions for termination by Coach in the event University enters into any agreement to use or endorse products or services in any product or service category that is the same as or substantially similar to any products or services described in any personal endorsement agreement entered into by Coach; and
 - d. Any such agreement shall require the prior written approval of the Director and shall be consistent with University regulations regarding the use of University's name or any variant thereof.
5. The period of employment shall begin December 13, 2011, and end January 15, 2017, unless sooner terminated or extended in accordance with the terms and provisions of this 2012 HC Agreement. Such period shall hereinafter be referred to as the "Term." "Year 1" of the Term shall be that period commencing December 13, 2011 and ending January 15, 2013.
6. a. **Base Salary.** The compensation to be provided to Coach under this 2012 HC Agreement shall consist of a base salary of \$300,000 per year, payable in substantially equal monthly installments.
- b. **Fee for Talent and Assignment of Rights.** For the services and assignment of rights defined in Paragraphs 3 and 4 of this 2012 HC Agreement, Coach shall receive a guaranteed annual fee in the amounts of set forth in the schedule below, payable in substantially equal monthly installments.

	<u>Contract Year</u>	<u>Talent Fee</u>
i.	Year 1 (ending January 15, 2013)	\$1,535,000
ii.	Year 2 (ending January 15, 2014)	\$1,900,000
iii.	Year 3 (ending January 15, 2015)	\$2,000,000
iv.	Year 4 (ending January 15, 2016)	\$2,100,000
v.	Year 5 (ending January 15, 2017)	\$2,200,000

- c. **Additional Benefits.** Additional perquisites and benefits as approved by the Director at his/her option and in his/her sole discretion shall be provided to Coach, including, but not limited to,

- i. Two courtesy automobiles, or, alternatively at the Director's discretion, an annual stipend of up to \$7,500 per vehicle in lieu of the availability of two vehicles;
- ii. Reasonable local country club membership dues support limited to the Term.
- iii. A home loan consistent with the terms of the University of California's home loan policy
- iv. Reimbursement of the actual reasonable cost for travel for Coach's spouse for required events outside the Los Angeles area, subject to the approval of the Director and in accordance with University policies and guidelines governing travel.
- v. Reimbursement of up to 100% of Coach's actual moving expenses directly related to moving household goods and personal effects from the former primary residence to the new primary residence in the Los Angeles area, subject to limitations under University policy and guidelines.
- vi. Access for Coach's immediate family to a suite at the Rose Bowl for all regular season home games, to be used for donor relations by Coach and by the Athletics Department. Determining appropriate tax treatment of Coach's use shall be the responsibility of UCLA.
- vii. Pursuant to athletic department policy and procedures, access to tickets to home football and basketball game for business purposes.

It is understood that any or all of these perquisites and benefits shall be subject to any University policies as they may be in effect from time to time. At the written request of the Director, all such tangible perquisites and benefits shall be returned to University within 5 (five) business days in good condition, normal wear and tear excepted. If not returned, or if not returned in satisfactory condition, Coach hereby agrees to reimburse University for any loss or damage sustained by Coach's use of such perquisites and benefits. Coach agrees to pay actual expenditures incurred by University in any attempt to collect such reimbursement, and Coach further agrees that, if any legal action is necessary to enforce or collect this obligation, University shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled. Coach agrees to execute promptly any documents requested by University to effectuate or expedite such reimbursements.

- d. **Contingent Retention Bonus.** On January 16, 2013, and each anniversary thereafter on which Coach remains in his position, a contingent retention bonus in the amount of \$100,000 will be vested. On January 16, 2016 and January 16, 2017, this amount shall be \$200,000 per year. The accrued vested contingent retention bonuses will be paid in the first payroll following January 16, 2015, if Coach remains employed as Head Coach as of that date, and the first payroll following January 16, 2017, if Coach has completed service or is employed as Head Coach as of January 15, 2017. In the event Coach becomes unable to perform the services described in the contract due to illness, incapacity, or some other non-

performance-based reason and the contract is terminated, Coach or his assignees will receive a pro-rata portion of the contingent retention bonus that has accrued, whether or not vested, by the date the contract is terminated. If Coach is terminated under the "Termination Without Cause" provisions of paragraph 12 of this 2012 HC Agreement, Coach will be entitled to payment of the amount that has accrued, whether or not vested, through the date of termination. If Coach is terminated for cause, or head coach exercises his termination rights, all as-yet unpaid retention bonus is forfeited, whether vested or not.

- e. **Summer and Holiday Camps.** If, during the term of this Agreement, the Director of Athletics opts to conduct a holiday and/or summer Football camp or camps, Coach will be paid a fee for services performed in connection with such camp(s), based on the net revenues generated from such camp(s). Payment will be determined by the Director in his sole discretion and paid after the conclusion of the last camp session of each year any such camp is held. Payment is not to exceed \$100,000 per year.
7. Coach shall be eligible to earn additional compensation in the form of the following performance bonuses which may accumulate to a total of no more than \$750,000 annually. Coach shall not be eligible for any bonus if the Team is on NCAA probation during the season in which such bonus(es) might otherwise have been earned, provided such sanction is for violation(s) in which Coach was directly involved, that Coach facilitated, condoned, or ignored, or about which Coach knew or reasonably should have known. Coach shall promptly return any such bonus(es) he may have been paid in the event the Team is subsequently sanctioned by the NCAA for violations that occurred in whole or in part during a season in which Coach was awarded such bonus, provided such sanction is for violation(s) in which Coach was directly involved, that Coach facilitated, condoned, or ignored, or about which Coach knew or reasonably should have known. Coach's receipt of any bonus shall not be affected by any violation that occurred before the effective date of this HC Agreement. With the exception of the "Academic Performance" bonus in Section 7.a, any performance bonuses will be paid within 30 (thirty) days of the final game of that season.
- a. **Academic Performance:** Payment of any of the following bonuses will require the certification of the Faculty Athletic Representative and will be paid within 30 (days) of such certification. Coach shall be eligible to earn one bonus from each of the two categories below, up to a maximum total of \$50,000 per year.
 - i. Coach shall receive a bonus of \$25,000, if the Graduation Success Rate for the team, calculated in accordance with NCAA rules and guidelines, exceeds 56 percent
 - ii. Coach shall receive a bonus of \$25,000 if the Academic Progress Rate (one year) as calculated by the NCAA is equal to or greater than 930.
 - b. **Regular Season Wins:** Coach shall be eligible to earn the bonuses set forth below related to the performance of the Team in regular season play. All bonuses are cumulative.

- i. For each regular season in which the Team wins 6 games, Coach shall receive a bonus of \$10,000.
 - ii. For each regular season in which the Team wins 7 games, Coach shall receive a bonus of \$10,000.
 - iii. For each regular season in which the Team wins 8 games, Coach shall receive a bonus of \$10,000.
 - iv. For each regular season in which the Team wins 9 (nine) games, Coach shall receive a bonus of \$25,000.
 - v. For each regular season in which the Team wins 10 (ten) games, Coach shall receive a bonus of \$25,000.
 - vi. For each regular season in which the Team wins 11 (eleven) games, Coach shall receive a bonus of \$50,000.
 - vii. For each regular season in which the Team wins 12 (twelve) games, Coach shall receive a bonus of \$50,000.
- c. **P AC-12 Performance/Coach of the Year.** Coach shall be eligible to earn the bonuses set forth below relating to the Team's performance in the PAC-12 Conference or any successor or different conference in which the Team may in the future play. All bonuses are cumulative.
- i. For any season in which the Team participates in the Conference championship game, Coach shall receive a bonus of \$25,000.
 - ii. For any season in which the Team wins the Conference championship, Coach shall receive a bonus of \$25,000;
 - iii. For any season in which the Coach is named the Conference Coach of the Year, Coach shall receive a bonus of \$50,000.
 - iv. For any season in which the Coach is named the National Coach of the Year by any one or more of the following organizations/entities, Coach will be paid a single bonus of \$100,000 within 30 (thirty) calendar days of the official public announcement of the award: National Sportswriters and Sportscasters Coach of the Year ("Bear Bryant Award"); Football Writer's Association Coach of the Year; Walter Camp Football Foundation Coach of the Year; Associated Press Coach of the Year; or AFCA Coach of the Year.
- d. **Post-Season Appearances.** Coach shall be eligible to earn bonuses from the categories below relating to post-season play. The parties agree that these post-season bonus

provisions will be revised if the BCS structure is substantially modified. All bonuses are cumulative.

- i. For any year in which the Team participates in any bowl game (BCS or non-BCS), Coach shall receive \$20,000.
- ii. For any year in which the Team plays in any BCS Bowl Game, Coach shall receive \$50,000.
- iii. For any year in which the Team wins any BCS Bowl Game, Coach shall receive \$50,000.
- iv. For any year in which the Team plays in the Bowl Championship Series ("BCS") National Championship Bowl Game, Coach shall receive a bonus of \$100,000
- v. For any year in which the Team wins the BCS National Championship Bowl Game, Coach shall receive \$100,000.

8. The following provisions shall also apply to the compensation referred to in Paragraphs 6 and 7 of the 2012 HC Agreement:

- a. Payments and benefits to be paid or provided pursuant to Paragraphs 6 and 7 of this 2012 HC Agreement shall be paid or provided in accordance with the payroll policies of University and subject to such deductions and reporting as may be required by applicable laws or regulations;
 - b. Coach shall be a member of the University of California Retirement System and be eligible for group health, life, disability, worker's compensation, and unemployment benefits available to staff employees in accordance with prevailing University policies and procedures;
 - c. The base salary paid pursuant to Paragraph 6.a of this 2012 HC Agreement shall be the sole amount of compensation considered by University when determining the level of Coach's benefits under any employee benefit programs offered by University. The provision of such benefits shall be governed by University policy. Furthermore, pursuant to Article 2, Section 2.13(e) of the University of California Retirement Plan (UCRP), "compensation received in excess of the appropriate fiscal year base salary scale through negotiated arrangements" shall not be considered when determining UCRP benefits;
 - d. University may, upon a declaration of a fiscal emergency, institute one or more furlough or salary reduction programs which may impact the salaries of some or all of the University's employees. In the event such a salary reduction program is implemented, the University may, in its sole discretion, implement a salary reduction for the base salary specified in Paragraph 6.a.
9. a. In the performance of his duties, Coach shall be directly responsible to and under the supervision of the Director and those senior executives designated by the Director and shall use his best efforts to observe all NCAA, P AC-1 2, and University policies. Without limiting the

foregoing, Coach, in the performance of his duties, shall use best efforts to conduct himself at all times in a manner consistent with his position as an instructor of students, and he shall not, either directly or indirectly, violate, or countenance the violation by any player or coach subject to his control or supervision of, any of the announced or published rules or standards of collegiate amateur athletics which rules or standards Coach either knew or reasonably should have known. It is understood and agreed by Coach that a violation or violations by him of such rules or standards of a significant or serious nature or cumulatively significant or serious nature such that they have a significant or serious adverse effect on the University, as the case may be, shall constitute cause for termination of this 2012 HC Agreement pursuant to, and subject to the terms of, Paragraph 10 of this 2012 HC Agreement; and

b. In accordance with the rules and regulations of the NCAA, it is understood and agreed that, if Coach is found in violation of NCAA regulations at UCLA, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures as they may exist from time to time, including suspension without pay or termination of employment for significant or repetitive violations;

10. a. A violation by Coach, notice of which shall be provided in writing delivered to Coach's last known business or home address, of any of the provisions set forth in Paragraphs 9, 10.a, 10.b, or 14 of this 2012 HC Agreement shall constitute a breach of this 2012 HC Agreement and cause for termination of this 2012 HC Agreement. Such a termination shall hereinafter be referred to as a "Termination for Cause." Coach shall refrain from acts of dishonesty, theft, or misappropriation of University property, fighting on the job, insubordination, acts endangering others, or other serious misconduct, including acts demonstrating a material and significant lack of judgment or failure to properly supervise subordinates. Coach acknowledges that his participation in such acts such that they have a significant or serious adverse effect on the University, either singularly or cumulatively, shall constitute sufficient cause for termination of this 2012 HC Agreement pursuant to, and subject to the terms of, this Paragraph 9. Coach's win/loss record shall not be the basis for a Termination for Cause;

b. In addition to, and not in limitation of, any other paragraph of this 2012 HC Agreement, if Coach has committed, or shall commit, any act, or has been, or in the future becomes, knowingly or intentionally involved in any situation or occurrence involving his improper use of or other improper association with drugs or alcohol, or otherwise tending to bring himself into public disrepute, contempt, scandal, or ridicule, or tending to shock, insult, or offend the people of this nation or any class or group thereof, or reflecting unfavorably upon University's reputation or products, then University shall have the right, upon written notice but subject to the provisions of Paragraph 10.d of this 2012 HC Agreement, to terminate this 2012 HC Agreement;

c. Coach understands and agrees that, if this 2012 HC Agreement is terminated for cause, Coach is not entitled to either a Skelly hearing (that is an opportunity to be heard) prior to being removed from the position of Coach, or a post-removal hearing to test whether Coach was

removed consistent with the provisions of this 2012 HC Agreement, other than as provided for in this Paragraph 10. Coach hereby voluntarily waives any and all rights to such process (except as provided below) in exchange for the bargained-for consideration contained in Paragraphs 6, 7, and 8 of this 2012 HC Agreement; and

d. In the event of a Termination for Cause, Coach and his counsel shall be entitled to an opportunity to appear before and/or to submit written materials to the Chancellor or his/her designate in order to test whether Coach was removed from his position in a manner consistent with the terms of this 2012 HC Agreement. Such an appearance may take place either before Coach is removed from his position or after he is so removed. Coach's request to exercise this right must be made in writing to the Chancellor. Coach understands and agrees that the exigencies of operating an NCAA Division I football program require that matters involving the termination of Coach for cause be handled expeditiously to avoid the perception of confusion within and damage to the program. Coach agrees, therefore, that he shall have 10 calendar days from the date on which he receives notice that he is to be terminated for cause or from the date on which he is terminated, whichever occurs first, in which to request an appearance before and/or to submit written materials to the Chancellor or his/her designate. Such an appearance shall occur within 5 calendar days after Coach's request to so appear is timely received. The Chancellor or his/her designate shall review the matter and respond to Coach in writing within 3 calendar days. The parties understand and agree that this process represents an administrative remedy.

11. a. In the event Coach is unable to continue to perform his obligations under this 2012 HC Agreement by reason of illness or some other occurrence beyond the control of either party hereto, and such inability to perform has continued or will continue beyond 3 months, as determined by the Director in his/her sole discretion, this 2012 HC Agreement shall thereupon terminate. Upon such termination, neither party shall have any further obligation to the other except that University shall pay Coach any compensation and bonuses earned but not yet paid, and expenses incurred but not yet reimbursed, as of the commencement of the inability to perform as contemplated in this Section 11.a. In construing this Paragraph 11, the term "bonuses earned but not yet paid" shall apply only to the following bonuses: Any "Coach of the Year" bonus as set forth in Paragraph 7.c; the "Regular Season Wins" bonus and the "PAC-12 Performance" bonus set forth in Paragraphs 7.b and 7.c, respectively, provided, however, that Coach actually coached each game counted as a win in computing the bonus(es); and the "Post-Season Appearances" bonus as set forth in Paragraph 7.d, provided, however, that Coach coached each game of the regular season on which any Bowl invitation was based, and further provided that Coach shall not receive any bonus based on Team appearance in a Bowl game unless Coach coached during that Bowl game. Because of the exigencies of operating an NCAA Division 1-A football program, Coach acknowledges and agrees that a termination pursuant to this Paragraph 11.a shall not be deemed a termination without cause under Paragraph 12, below. Additionally, Coach acknowledges and agrees that because of the special and unique nature of the services Coach is to render, as set forth more fully in Paragraph 11.c, below, a

termination pursuant to this Paragraph 11.a shall not give rise to any claims or causes of action under any law, rule, or regulation relating to disability, including, without limitation, the Americans With Disabilities Act and the Fair Employment and Housing Act.

- b. There is reserved to Coach the right to terminate this 2012 HC Agreement at any time by providing written notice to the Director. So as to minimize the impact of such termination upon UCLA's football program, if Coach so terminates to accept a coaching position with another NCAA member institution, such termination by Coach must occur at a time outside the football playing season and outside the football recruiting season as defined by the NCAA, with the exception of the 45 days immediately following the last regularly scheduled game of UCLA's football playing season. If Coach so terminates to accept a coaching position with a National Football League member team, such termination by Coach must occur within 90 days immediately following the last regularly scheduled game of UCLA's football playing season. Upon termination by Coach, all future rights and obligations between the parties under this 2012 HC Agreement shall cease, except as provided below; and
- c. Coach acknowledges and agrees that during his employment as Coach at UCLA, he will gain confidential information concerning UCLA's athletic program and that the use of this confidential information by a professional football team, by a non-PAC-12 Conference NCAA Division 1-A athletic program, in any publication or electronic broadcast, or, in particular, by another PAC-12 Conference athletic program, would place UCLA's athletic program at a serious competitive disadvantage. Further, Coach acknowledges and agrees that the services he is to render under this 2012 HC Agreement are of a unique, special, unusual, extraordinary, and intellectual character that gives those services peculiar value, the loss of which to UCLA cannot be reasonably or adequately compensated in damages in an action at law, and that the loss of such services would place UCLA at a significant and unique competitive disadvantage within its own intercollegiate conference. Additionally, Coach acknowledges and agrees that UCLA would incur significant and substantial administrative, recruiting, and resettlement costs and loss of ticket revenue were Coach to leave UCLA employment before the expiration of the Term or any extension thereof, and that such costs and losses are difficult to ascertain with certainty. Therefore, and in consideration of the above, in the event Coach exercises his right to terminate early under Paragraph 11.b of this 2012 HC Agreement, Coach expressly agrees that he will not accept employment as a head football coach for another NCAA member football program or professional football team, except as provided for below:
 - i. In the event Coach terminates this 2012 HC Agreement and accepts employment at a NCAA Division 1-A athletic program or with any professional football team before the end of the Term or any extension thereof, or terminates for another reason and later accepts employment at a NCAA Division 1-A athletic program or with any professional football team before the end of the Term or an extension thereof, Coach agrees to pay UCLA liquidated damages in the amounts set forth below, within 90 days of his acceptance of such employment;

- a. If notice of termination is given before January 16, 2013: \$3,000,000
- b. If notice of termination is given before January 16, 2014: \$2,500,000
- c. If notice of termination is given before January 16, 2015: \$2,000,000
- d. If notice of termination is given before January 16, 2016: \$1,000,000

ii. Coach understands that Section 11.c.i is core to the overall 2012 HC Agreement, and that any breach of this Section 11.c will substantially harm UCLA. Coach therefore understands and agrees that, in the event Coach breaches any of the terms of Section 11.c.i, UCLA shall be entitled to seek and enforce its full rights and remedies hereunder, including, without limitation, an action for full payment, damages and injunctive relief preventing Coach from commencing the new employment unless and until UCLA is fully paid the sums owed under section 11.c.i.

iii. The parties agree to the liquidated damages set forth in section 11.c as a fair measure of UCLA's costs and losses and not as a penalty. Once paid, such payment shall constitute UCLA's sole compensation and remedy;

iv. Coach expressly understands and agrees that he shall not avoid or circumvent, or attempt to avoid or circumvent, Coach's obligation to pay liquidated damages under section 11.c.i of this Agreement, by, for example, comporting himself in such a way as to compel, induce, motivate, or otherwise cause UCLA to terminate him with or without cause.

12. a. In addition to and exclusive of the provisions of Paragraphs 5, 9, 10, and 11 of this 2012 HC Agreement, there is also reserved to University the right to terminate this 2012 HC Agreement without cause at any time. Such a termination shall hereinafter be referred to as a "Termination Without Cause." The parties hereto agree that, in the event this right to terminate is exercised on or before January 16, 2016, University will be obligated to pay Coach in substantially equal monthly installments an annual salary as set forth below, less any amounts Coach earned or could reasonably have earned pursuant to his Mitigation Obligation as defined, below:

Termination before January 16, 2013	\$4,700,000
Termination before January 16, 2014	\$4,320,000
Termination before January 16, 2015	\$3,430,000
Termination before January 16, 2016	\$2,000,000

b. Except as provided for in this 2012 HC Agreement, Coach shall not be liable to University, and the University shall not be liable to Coach, for any collateral business opportunities, outside compensation, supplemental compensation, or other benefits Coach receives from third parties.

c. Coach's right to payment under this Paragraph 12 is subject to the express understanding that Coach shall bring no claim or lawsuit of any kind against University or its employees or agents which arises out of or is in any way related to termination of his employment under this Paragraph 12, or his employment (except any claim for worker's compensation or enforcement of Coach's right to payment under this Paragraph 12), regardless of when such termination may take place. In the event that Coach brings such a claim or lawsuit, all obligations of University under this Paragraph 12 shall cease, and Coach shall repay, forthwith and in full, any and all post-termination payments received by him from University under this Paragraph 12. University acknowledges, understands, and agrees that the provisions of this paragraph 12(c) shall not be applicable in the event University fails to make those payments set forth in paragraph 12(a).

d. Coach understands and agrees that any payments made to him as a result of a Termination Without Cause shall not entitle him to the continuation of University employee benefits, including, without limitation, the accruing of additional UCRS service credit, except as such benefits are required by law for former employees, such as COBRA, or such benefits as shall have vested as of the date of such termination.

e. Mitigation Obligation: University's obligation to pay Coach the amounts set forth in section 12.a shall be offset by any compensation Coach earns in any employment accepted by Coach. Coach has the duty to actively seek future employment in the event of Termination Without Cause, and to negotiate a salary which is reasonable for an employee within the context of the position being sought or accepted, and Coach's lack of diligence in seeking employment, acceptance of compensation that is more than 25% below that which would be considered to be reasonable within the context of the position being sought or accepted, or, absent circumstances deemed to be extenuating, Coach's refusal of a reasonable offer of employment, shall excuse the University's obligation to make payments to Coach under this Paragraph 12.

13. If University breaches any material provision of this 2012 HC Agreement, Coach shall provide written notice of the breach to University, to the attention of Director. Director shall have 30 business days from actual receipt of written notice to cure said breach. If said breach has not been cured, Coach may terminate this 2012 HC Agreement. If Coach so terminates, the provisions of sections 11.b. and 11.c.i. through 11.c.iv shall not apply.

14. Coach shall promptly advise the Director of any and all paid positions held or entered into by him during the Term. Coach shall annually report all athletically related income from sources outside University (including, but not limited to, income from annuities, sports camps, housing

benefits, ticket sales, television, and radio programs) to the Director. Under no circumstances shall Coach accept employment with a professional sports organization during the Term without the prior written approval of the Director.

15. Should either party be forced to bring a civil action to enforce the terms of this 2012 HC Agreement, or to establish that it has been breached, the prevailing party shall be entitled to recover his or its reasonable attorneys' fees and costs in any such action.
16. If either party is delayed or interrupted in or prevented from the performance of his or its obligations hereunder by reason of an acts of God, fires, flood, war, public disaster, strikes or labor difficulties, governmental enactment, regulation or order, or any other cause beyond its control, such party shall not be liable to the other therefore.
17. Failure of either party to insist upon the strict enforcement of any of the provisions of this 2012 HC Agreement shall not be deemed a waiver of any of his or its rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default on the part of the other party.
18. It is mutually understood that this 2012 HC Agreement contains all of the terms and conditions to which the parties have agreed, that no other agreements, understandings, or representations, either oral or written, regarding the subject matter of this 2012 HC Agreement shall be deemed to exist or to bind the parties hereto and that any modification of or amendment to this 2012 HC Agreement shall be by written instrument signed by each party hereto.
19. Should any provision of this 2012 HC Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

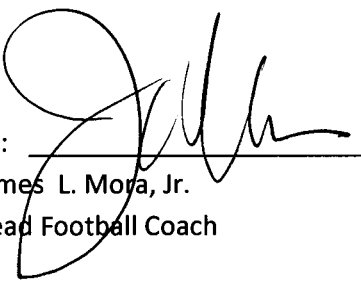
20. This 2012 HC Agreement shall be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this 2012 HC Agreement on the dates indicated in the signature blocks below.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 

Daniel Guerrero
Director of Intercollegiate
Athletics, UCLA

By: 
James L. Mora, Jr.
Head Football Coach